

Article 1 Applicability

1. These Terms and Conditions apply to all legal acts, including offers, between Nedstar and Buyer and will remain applicable until termination, unless stipulated otherwise in the Agreement. The applicability of Buyer's or other parties' general terms and conditions is explicitly rejected, unless and insofar as parties have explicitly agreed on their applicability.

2. Transfer by Buyer of the Agreement and/or the rights and obligations contained in it requires Nedstar's prior written permission, which permission will not be withheld unreasonably.

3. Any changes to the Agreement are to be agreed upon between the parties in writing. If changes made upon Buyer's request lead to additional costs, these additional costs are borne by Buyer.

Article 2 Definitions

1. The terms spelled with capital letters in these Terms and Conditions have the following meaning:

Agreement: all framework agreements and all individual sales agreements, purchase orders that Nedstar concludes in the capacity of seller with a Buyer under the Agreement concerning the International Carriage of Dangerous Goods by Road as written by the United Nations Economic Commission for Europe.

Buyer: the legal person with whom Nedstar has entered into the Agreement under the Incoterms and the International Maritime Dangerous Goods Code as written by the International Maritime Organisation.

Incoterms: the most recent version of the Incoterms drafted by the International Chamber of Commerce (ICC).

Parties: Nedstar and Buyer jointly. The terms and conditions in this document.

2. Capitalized terms used in these Terms and Conditions but not defined herein will have the meaning assigned to them in the Agreement or its Appendices. If the term is not defined in the Agreement or its Appendices, the term will have the meaning corresponding with the common meaning of the term in the industry.

Article 3 Offers and Agreement

1. All offers remain valid for a period of 21 days, unless stated otherwise in the offer.

Article 4 Changes

1. Amendments to the Agreement and deviations from these Terms and Conditions shall be effective only if agreed upon in writing between Nedstar and Buyer.

Article 5 Obligations of Buyer

1. Buyer shall do everything that is reasonably required and desired to facilitate the correct and timely performance of the Agreement. In particular, Buyer shall take delivery of the goods at the place stated in the order and he shall pay for the delivered goods as invoiced by Nedstar.

2. If Buyer knows or can assume that Nedstar will need to take additional or other measures to comply with its obligations, Buyer will inform Nedstar thereof without delay.

3. If so requested by Nedstar, Buyer shall designate a permanent contact person and provide the latter's

4. Buyer shall inform Nedstar without delay of any changes in its contact details or of the contact persons that are relevant for the performance of the Agreement.

5. Nedstar cannot be held liable for loss of damage due to data supplied incorrectly or incompletely or incorrectly processed data as a result thereof.

6. Storage and provision of data supplied by Buyer takes place at Buyer's own risk.

Article 6 Performance

1. Nedstar undertakes vis-à-vis Buyer to deliver to him the goods in the description, quality and quantity as specified in the purchase order, possibly subsequently amended in writing.

2. Nedstar undertakes vis-à-vis Buyer to deliver goods, which are manufactured from sound materials and of sound design.

b. deliver the products as described in the purchase order.

3. Nedstar does not guarantee that the goods are suitable for the purpose for which Buyer intends to use them, not even if this purpose has been made known to Nedstar, unless the opposite has been agreed between the parties.

4. Nedstar will deliver the products to the best of its ability and with due care and professional competence, in accordance with its offer.

5. Delivery is considered as in accordance with the Agreement if the volume of the delivered products is up to 10% lower than the amount stated on the purchase order and this is the result of a cause beyond Nedstar's control, including, but not limited to, temperature differences or other irregularities upon delivery.

Article 7 Delivery

1. Delivery takes place in accordance with the Incoterm stated on the purchase order.

2. The delivery shall take place in accordance with the most recent I D Code.

3. The time of delivery stated on the order is not fixed and does not bind Nedstar. Nedstar shall only be in default after Buyer has declared Nedstar to be in default in writing and has granted Nedstar a reasonable period to perform and Nedstar has failed to perform within that period.

Article 8 Packaging

1. Nedstar undertakes that the products are properly packaged (unless the nature of the goods prevents this) and to secure them in such a way that they will reach their destination in good condition during normal transport, in accordance with the applicable law and regulations.

Article 9 Storage

1. If Buyer informs Nedstar before the goods have been shipped that he is unable to take delivery of the goods at the agreed time and for whatever reason, and the goods are already ready for shipment, Nedstar may, at Buyer's request and if Nedstar's storage facilities permit it, agree to keep the goods, secure them and take all reasonable measures to prevent any deterioration in their quality until they have been delivered to Buyer.

2. Buyer shall be obliged to pay Nedstar the storage costs in accordance with the rate customary with Nedstar or, in the absence thereof, in accordance with the usual rate in the branch, from the time at which the goods are ready for dispatch, or, if that is later, from the delivery date agreed in the purchase order.

Article 10 Transfer of ownership

1. The ownership of the goods and the risk with regard to the goods shall pass to Buyer upon delivery in accordance with the Incoterm stated on the purchase order.

2. As long as Buyer has not paid the full purchase price, including any additional costs, or has not provided security for this amount, Nedstar shall retain the title to the goods. In that case, the ownership shall pass to Buyer as soon as Buyer has fulfilled all his obligations towards Nedstar.

Your sourcing partner